

**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH CAROLINA  
COLUMBIA DIVISION**

Aero Services, Inc. aka Aero Plumbing )  
Services, Inc., )  
Plaintiff, )  
v. )  
Main Street America Assurance Co., )  
Defendant. )  
\_\_\_\_\_  
)

**NOTICE OF REMOVAL**  
C.A. No. 3:21-cv-02440-MGL

**TO: THE HONORABLE DISTRICT COURT OF THE UNITED STATES FOR THE  
DISTRICT OF SOUTH CAROLINA, COLUMBIA DIVISION**

Defendant, Main Street America Assurance Co. (“Defendant”), would respectfully allege and show unto the Court as follows:

1. Defendant, Main Street America Assurance Co., is a party to a civil action brought against it in the Court of Common Pleas of Richland County entitled “Aero Services, Inc. aka Aero Plumbing Services, Inc. v. Main Street America Assurance Co.” C.A. No. 2021-CP-40-01628, which action was commenced by service of a summons and complaint on Main Street America Assurance Co. on July 6, 2021 via the South Carolina Department of Insurance. Copies of the state court filings are attached hereto as **Exhibit A**. No further proceedings have been had therein.

2 This petition for removal is timely filed pursuant to 28 U.S.C. § 1446(b) in that it is filed within thirty (30) days from the date on which Defendant was served with the summons and complaint.

3. Upon information and belief, at the time this action was commenced and at all relevant times thereafter to the present, Plaintiff Aero Services, Inc. aka Aero Plumbing Services,

Inc. (“Plaintiff”) is a corporation organized and existing under the laws of the State of South Carolina, with its principal place of business in the County of Richland, State of South Carolina. (Complaint, ¶ 1).

4. Defendant is a corporation incorporated under the laws of the State of Florida with its principal place of business in Florida.

5. Plaintiff’s Complaint alleges causes of action for breach of contract, breach of good faith and fair dealing, first party bad faith, and unfair insurance claims practices. *See* Complaint. Plaintiff alleges that it is entitled to statutory damages, benefits under the subject policy, actual, compensatory and incidental damages, punitive damages, prejudgment interest, attorneys’ fees, and costs. *See* Complaint. Accordingly, the amount in controversy, exclusive of interest and costs, exceeds \$75,000.00. *See* Spann v. Style Crest Products, Inc., 171 F. Supp. 2d 605, 609 (D.S.C. 2001) (holding that “it is well-settled that potential punitive damages are to be considered when determining the jurisdictional amount . . .”); Woodward v. New Court Commercial Finance Corporation, 60 F. Supp. 2d 530, 532, 532 n.6 (D.S.C. 1999) (holding that defendant would satisfy any burden of proof where damages recoverable approximated \$15,000 and where plaintiff sought punitive damages); Phillips v. Whirlpool Corporation, 351 F. Supp. 2d 458, 462 (D.S.C. 2005) (holding that “where statutory provisions authorized the recovery of attorneys’ fees, those fees may be included as part of the amount in controversy.”).

6. Because there is diversity of citizenship between Plaintiff and Defendant and the amount in controversy exceeds \$75,000.00 exclusive of interest and costs, this action is a civil action of which this Court has original jurisdiction pursuant to 28 U.S.C. § 1332. Therefore, the action brought by Plaintiff against Defendant is a suit of a civil nature, the character of which the

District Courts of the United States are given original diversity jurisdiction under 28 U.S.C. § 1332, and is one that may be removed to this Court by Defendant pursuant to 28 U.S.C. § 1441.

7. Defendant submits this Notice of Removal without waiving any defense to the claims asserted by Plaintiff or conceding that Plaintiff have pled claims upon which relief can be granted.

WHEREFORE, Defendant, Main Street America Assurance Co., respectfully requests that this action, now pending in the Court of Common Pleas for Richland County, South Carolina, be removed therefrom to this Court.

Respectfully submitted,

August 4, 2021

s/Natalie R. Ecker

Jennifer E. Johnsen (Fed. ID No. 5427)

Natalie R. Ecker (Fed. ID No. 12931)

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